

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION

TC 63-35DBE
Rev. 06/11/02

DBE Detailed Plan/SUBCONTRACT REQUEST

04-0064

PROJECT CODE NO :
DBE Firm/Subcontract # :

1

Page 1 of 3

TO :

Rick Stansel

Executive Director Division of Contract Procurement

FROM :

Eaton Asphalt Paving Co., Inc. & Subs

Prime Contractor

SUBJECT :

Boone

STPS 8216(001)

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:
Pro-Mark, Inc.

of Mt. Sterling, KY

DBE Employer Identification Numbers:

Federal 22-3664747

KY 156527

Contract \$3,613.80

or 1.48% of the

The amount to be subcontracted by this request is

\$3,198.49 or 1.31%

Contract \$3,613.80

or 1.48% of the

\$243,726.00

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

DBE Amount

DBE %

Contract "Worth"
Amount

Contract %

Totals based on original contract Amounts

\$3,198.49

1.31%

\$3,613.80

1.48%

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number TCP1077498107, BUA1077498141 & WC1077498186

The Hauser Group

which expires on

March 1, 2005

with

Name of Insurance Company

Date

Prime Contractor's Signature

Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35 DBE
Rev. 06/11/02

Page 3 of 3

Project Code Number (PCN): **40064**

DBE Firm Pro-Mark, Inc.

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.
(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.
Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item is "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
5		PAVE STRIPING-PERM PAINT-4 IN	LIN	5079	\$0.20	\$1,015.80	5,079.0000	\$0.17	\$863.43
6		PAVE MRKG-THERMO STOP BAR-12IN	LIN	68	\$6.00	\$408.00	68.0000	\$5.25	\$357.00
7		PAVE MRKG-PRE THERM CURV ARRG	EACH	8	\$95.00	\$760.00	8.0000	\$85.00	\$680.00
8		PAVE MRKG-PREF THERMO "ONLY"	EACH	4	\$155.00	\$620.00	4.0000	\$140.00	\$560.00
9		PAVEMENT MARKER TYPE V-BY	EACH	18	\$45.00	\$810.00	18.0000	\$41.00	\$738.00

Comments:

Page Total \$3,613.80

\$3,198.43

SUB-CONTRACT AGREEMENT

PROJECT Boone County
STPS 8216(001)

This Sub-Contract made and entered into this 30th day of July, 2002 by and between Eaton Asphalt Paving Co., Inc. hereinafter called the Prime and Pro-Mark Inc. hereinafter called the Sub-Contractor.

Witnesseth:

Whereas, the Prime has entered into a contract with Kentucky Transportation Cabinet hereinafter referred to as Owner, to perform certain specific work. Now, therefore, in consideration of the covenants and conditions herein contained, it is mutually agreed as follows:

1. Hereby made a part of this Sub-Contract Agreement by reference thereto are the aforesaid Contract between Owner and Prime including all plans, specifications, general conditions, special conditions pertaining thereto and all rules, regulations and specifications which may be adopted pertaining to said work. The Sub-Contractor agrees to comply therewith and perform said work in accordance therewith.
2. The Sub-Contractor acknowledges and agrees that he has examined sufficiently to his satisfaction the site of the work and is fully familiar with the aforesaid Contract between Owner and Prime.
3. The Sub-Contractor agrees to perform all work as described in Article I, Scope of Work, attached hereto and made a part herein.
4. The Sub-Contractor shall furnish all equipment, labor and materials necessary to complete the work as described in Article I, Scope of Work. The Sub-Contractor shall complete all work in a good workmanlike manner.
5. The Sub-Contractor shall indemnify and save harmless the Prime from any and all claims of whatsoever kind and nature which might be asserted against the Prime by reason of the performance by said Sub-Contractor of this agreement specifically including, but not limited to, those damages arising from accidents and occurrences.

The Sub-Contractor shall comply with any and all Public Liability limits specified in the Contract between the Owner and Prime. The Sub Contractor agrees to maintain adequate insurance so as to protect him and the Prime from claims and liability under Workmen's Compensation Acts, any other claims for injury or damage to person or property by reason of the performance of this agreement. The Sub-Contractor shall provide the Prime with at least one copy of certificates of insurance filed prior to the start of any work for the following minimum coverage:

Public Liability	\$1,000,000.00
Property Damage	500,000.00
Contractual Liability	\$ 529,408.00 (contract value)

The Sub-Contractor shall be obliged to comply with the Workmen's Compensation Laws of the State in which the work is to be performed as described in Article 1, Scope of Work.

6. The Sub-Contractor shall furnish to the Prime a payment and performance bond for the work as described in Article I, Scope of Work.

If an occupational license is required by a city in which the Sub-Contractor is working, Sub-Contractor is required to purchase said license.

If an employee payroll tax is required to be paid to a city in which the Sub-Contractor is working, Sub-Contractor is required to pay said tax.

Shop drawings for this project are to be submitted within n/a working days of notification to submit. N/A copies of said shop drawings are to be submitted to the office of the prime contractor.

7. The Sub-Contractor is to commence work on or about per the attached schedule and follow through accordingly.

The Sub-Contractor will share any liquidated damages, which are directly attributable to him in the performance of his work.

Should the Sub-Contractor be unable to efficiently carry this work to a conclusion, the Prime shall have the work completed and any expense over and above that specified in this Agreement shall be charged to the Sub-Contractor and/or deducted from any funds due him under this Agreement. This subcontract may be cancelled at any time by Prime Contractor after having given subcontractor 10 days written notice.

8. The Prime agrees to prosecute his work in a prompt and efficient manner so as not to impede the Sub-Contractor in the completion of his work.
9. The Prime agrees to pay the Sub-Contractor, subject to other provisions hereof, the prices set forth hereinafter for the respective items of work.

Article 1

Item #	Description	Approximate quanyty	Unit	Unit Price Dollars	Amount Dollars
5	PAVE STRIPING-PERM PAINT-4 IN	5079	LIN	\$0.17	\$863.43
6	PAVE MRKG-THERMO STOP BAR-12IN	68	LIN	\$5.25	\$357.00
7	PAVE MRKG-PRE THERM CURV ARROV	8	EACH	\$85.00	\$680.00
8	PAVE MRKG-PREF THERMO "ONLY"	4	EACH	\$140.00	\$560.00
9	PAVEMENT MARKER TYPE V-BY	18	EACH	\$41.00	\$738.00

PCN 040064

TOTAL

\$3,198.43

10. Payment to be only for actual work performed to the satisfaction of the Prime and/or Owner and to be made on the basis of, and only to the extent of, payments actually received by Prime from Owner, and within seven (7) days after such receipt of Prime; final payment to be made by the Prime upon acceptance of the work by, and payment by the Owner. A zero percent (0%) retainage shall apply throughout the job. The final payment shall also be subject to any liquidated damages which are directly attributable to the Sub-Contractor in the performance of his work. The Prime may withhold from final payment said liquidated damages subject to final determination by the Owner.

A zero percent (0%) retainer will be withheld on all work until final payment is received from owner.

Subcontractor 044 Affidavit must accompany all applications for payment.

Before final payment is made, the Sub-Contractor shall furnish satisfactory evidence that all labor and material used on this work have been paid in full.

11. Sub-Contractor agrees to a deduction from payments, for a pro-rated share of all association dues for the subject items of work.
12. Subcontractor is to keep his trash, materials and debris picked up daily. Prime contractor may take whatever steps and perform whatever labor to clean the site or to otherwise perform the subcontractor's duties, in which event, prime contractor may back charge and deduct from amounts due the subcontractor.
13. It is the policy of Eaton Asphalt Paving Company, Inc. not to discriminate against our employees or applicant for employment because of race, color, religion, sex or national origin. It is our policy to employ applicants and to treat employees during employment without regard to race, color, religion, sex or national origin. Supervisory personnel will take positive action to assure that this policy is enforced in the hiring, promoting, demoting, transfer, recruitment, lay-off, termination, rates of pay, or other forms of compensation.

Sub-Contractor also agrees to the requirements for affirmative action to ensure equal employment opportunity as set forth in Executive Order 11246 and the required contract provisions for federal-aid construction contracts.

In witness whereof, the parties hereto, have executed this agreement on the day, and in the year first above mentioned.

EATON ASPHALT PAVING CO., INC.

Prime

Witness: [Signature]

As to Prime

By: [Signature]

Charles W. Bucklew

Title: President

State of: Kentucky

County of: Kenton

Subscribed and sworn to before me this 26th day of April, 2004

Jabitha Bach

Notary Public My Commission Expires July 7, 2004

Pro-Mark Inc.

Sub-Contractor

Witness: [Signature]

As to Sub-Contractor

By: [Signature]

Title: V. President

State of: TN

County of: Knox

Subscribed and sworn to before me this 20 day of April, 2004

My Commission Expires 3/04/06.

[Signature]
Notary Public

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID: LA PMA-I-1	DATE (MM/DD/YYYY) 04/20/04
PRODUCER THE HAUSER GROUP 4300 GLENDALE-MILPORD ROAD CINCINNATI OH 45242 Phone: 513-745-9200 Fax: 513-745-9219		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Pro-Mark, Inc. PO Box 1421 Mt Sterling KY 40353		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Continental Casualty Company	
		INSURER B: Valley Forge Insurance Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TCP1077498107	03/01/04	03/01/05	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BUA1077498141	03/01/04	03/01/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC1077498186	03/01/04	03/01/05	<input checked="" type="checkbox"/> WC STAT-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Certificate Holder is an Additional Insured as respects to liability coverage, with regards to project: Boone County #STP8216(001)

CERTIFICATE HOLDER

EATON A Eaton Asphalt Company Fax #859-331-5346 1075 Eaton Dr. Fort Wright KY 41017	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  The Hauser Group
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KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION

TC 63-35DBE
Rev. 06/11/02

DBE Detailed Plan/SUBCONTRACT REQUEST

Reviewed & Approved:
08/12/04
all

PROJECT CODE NO: 04-0064
DBE Firm/Subcontract #: 1
TO: Rick Stansel
Executive Director Division of Contract Procurement

FROM: Eaton Asphalt Paving Co., Inc. & Subs
Prime Contractor

SUBJECT: Boone STPS 8216(001)
County: _____ Project Number: _____

I hereby request to utilize for DBE participation a portion of the subject project to:
NWK Construction Inc. of Harrodsburg, KY
DBE Employer Identification Numbers: Federal 61-1400862 KY 230368
The amount to be subcontracted by this request is DBE \$15,508.15 ☒ or 6.36% ☒ Contract \$17,026.60 or 6.99% of the (original contract) or a subcontract amount of \$ 243,726.00 \$243,726.00

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm	DBE Amount	DBE %	Contract "Worth" Amount	Contract %
Pro-Mark, Inc.	\$3,198.49	1.31%	3,613.80	1.48%

Totals based on original contract Amounts	\$18,706.64	7.68%	\$20,640.40	8.47%
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This section applicable if DBE firm is also a Subcontractor of work on Project:
This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number DSNA00000173, CAO19664142 & 318507 which expires on 9/15/04 & 8/01/04 with

Morgan, Trevathan & Gunn, Inc. Name of Insurance Company
[Signature] Prime Contractor Signature
08/26/04 Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35 DBE
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Page 3 of 3

Project Code Number (PCN): **40064**

DBE Firm **NWK Construction Inc.**

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
11	Guardrail-Steel W Beam-S Face		LF	450	\$24.00	\$10,800.00	450.0000	\$22.00	\$9,900.00
12	Guardrail End Treatment Type 2A		EA	1	\$770.00	\$770.00	1.0000	\$700.00	\$700.00
13	Guardrail End Treatment Type 4A		EA	1	\$1,800.00	\$1,800.00	1.0000	\$1,650.00	\$1,650.00
14	Remove Guardrail		LF	450	\$3.30	\$1,485.00	450.0000	\$3.00	\$1,350.00
19	Seeding & Protection		SY	1445	\$1.00	\$1,445.00	1,445.0000	\$0.87	\$1,257.15
20	Special Seeding Crown Vetch		SY	672	\$0.55	\$369.60	672.000000	\$0.50	\$336.00
21	Topdressing Fertilizer		Ton	0.210000	\$1,700.00	\$357.00	0.210000	\$1,500.00	\$315.00

Comments:

Page Total **\$17,026.60**

\$15,508.15

SUB-CONTRACT AGREEMENT

PROJECT

Boone County

STPS 8216(001)

This Sub-Contract made and entered into this _____ day of _____ by and between Eaton Asphalt Paving Co., Inc. hereinafter called the Prime and NWK Construction hereinafter called the Sub-Contractor.

Witnesseth:

Whereas, the Prime has entered into a contract with Kentucky Transportation Cabinet hereinafter referred to as Owner, to perform certain specific work. Now, therefore, in consideration of the covenants and conditions herein contained, it is mutually agreed as follows:

1. Hereby made a part of this Sub-Contract Agreement by reference thereto are the afore said Contract between Owner and Prime including all plans, specifications, general conditions, special conditions pertaining thereto and all rules, regulations and specifications which may be adopted pertaining to said work. The Sub-Contractor agrees to comply therewith and perform said work in accordance therewith.

2. The Sub-Contractor acknowledges and agrees that he has examined sufficiently to his satisfaction the site of the work and is fully familiar with the aforesaid Contract between Owner and Prime.

3. The Sub-Contractor agrees to perform all work as described in Article I, Scope of Work, attached hereto and made a part herein.

4. The Sub-Contractor shall furnish all equipment, labor and materials necessary to complete the work as described in Article I, Scope of Work. The Sub-Contractor shall complete all work in a good workmanlike manner.

5. The Sub-Contractor shall indemnify and save harmless the Prime from any and all claims of whatsoever kind and nature which might be asserted against the Prime by reason of the performance by said Sub-Contractor of this agreement specifically including, but not limited to, those damages arising from accidents and occurrences.

The Sub-Contractor shall comply with any and all Public Liability limits specified in the Contract between the Owner and Prime. The Sub Contractor agrees to maintain adequate insurance so as to protect him and the Prime from claims and liability under Workmen's Compensation Acts, any other claims for injury or damage to person or property by reason of the performance of this agreement. The Sub-Contractor shall provide the Prime with at least one copy of certificates of insurance filed prior to the start of any work for the following minimum coverage:

Public Liability	\$1,000,000.00
Property Damage	500,000.00
Contractual Liability	\$ 35,643.85 (contract value)

The Sub-Contractor shall be obliged to comply with the Workmen's Compensation Laws of the State in which the work is to be performed as described in Article 1, Scope of Work.

6. The Sub-Contractor shall furnish to the Prime a payment and performance bond for the work as described in Article 1, Scope of Work.

If an occupational license is required by a city in which the Sub-Contractor is working, Sub-Contractor is required to purchase said license.

If an employee payroll tax is required to be paid to a city in which the Sub-Contractor is working, Sub-Contractor is required to pay said tax.

Shop drawings for this project are to be submitted within $n/2$ working days of notification to submit. N/A copies of said shop drawings are to be submitted to the office of the prime contractor.

7. The Sub-Contractor is to commence work on or about per the attached schedule and follow through accordingly.

The Sub-Contractor will share any liquidated damages, which are directly attributable to him in the performance of his work.

Should the Sub-Contractor be unable to efficiently carry this work to a conclusion, the Prime shall have the work completed and any expense over and above that specified in this Agreement shall be charged to the Sub-Contractor and/or deducted from any funds due him under this Agreement. This subcontract may be cancelled at any time by Prime Contractor after having given subcontractor 10 days written notice.

8. The Prime agrees to prosecute his work in a prompt and efficient manner so as not to impede the Sub-Contractor in the completion of his work.

9. The Prime agrees to pay the Sub-Contractor, subject to other provisions hereof, the prices set forth hereinafter for the respective items of work.

Article 1

Item #	Description	Approximate quantity	Unit	Unit Price Dollars	Amount Dollars
11	Guardrail-Steel W Beam-S Face	450	LF	\$22.00	\$9,900.00
12	Guardrail End Treatment Type 2A	1	EA	\$700.00	\$700.00
13	Guardrail End Treatment Type 4A	1	EA	\$1,650.00	\$1,650.00
14	Remove Guardrail	450	LF	\$3.00	\$1,350.00
19	Seeding & Protection	1445	SY	\$0.87	\$1,257.15
20	Special Seeding Crown Vetch	672	SY	\$0.50	\$336.00
21	Topdressing Fertilizer	0.21	Ton	\$1,500.00	\$315.00

TOTAL

\$15,508.15

Payment to be only for actual work performed to the satisfaction of the Prime and/or Owner and to be made on the basis of, and only to the extent of, payments actually received by Prime from Owner, and within seven (7) days after such receipt of Prime; final payment to be made by the Prime upon acceptance of the work by, and payment by the Owner. A zero percent (0%) retainage shall apply throughout the job. The final payment shall also be subject to any liquidated damages which are directly attributable to the Sub-Contractor in the performance of his work. The Prime may withhold from final payment said liquidated damages subject to final determination by the Owner. A zero percent (0%) retainer will be withheld on all work until final payment is received from owner.

Subcontractor 044 Affidavit must accompany all applications for payment.

Before final payment is made, the Sub-Contractor shall furnish satisfactory evidence that all labor and material used on this work have been paid in full.

11. Sub-Contractor agrees to a deduction from payments, for a pro-rated share of all association dues for the subject items of work.

12. Subcontractor is to keep his trash, materials and debris picked up daily. Prime contractor may take whatever steps and perform whatever labor to clean the site or to otherwise perform the subcontractor's duties, in which event, prime contractor may back charge and deduct from amounts due the subcontractor.

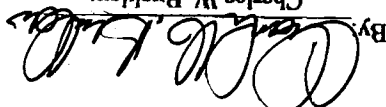
13. It is the policy of Eaton Asphalt Paving Company, Inc. not to discriminate against our employees or applicant for employment because of race, color, religion, sex or national origin. It is our policy to employ applicants and to treat employees during employment without regard to race, color, religion, sex or national origin. Supervisory personnel will take positive action to assure that this policy is enforced in the hiring, promoting, demoting, transfer, recruitment, lay-off, termination, rates of pay, or other forms of compensation.

Sub-Contractor also agrees to the requirements for affirmative action to ensure equal employment opportunity as set forth in Executive Order 11246 and the required contract provisions for federal-aid construction contracts.

In witness whereof, the parties hereto, have executed this agreement on the day, and in the year first above mentioned.

EATON ASPHALT PAVING CO., INC.

Prime

By: 

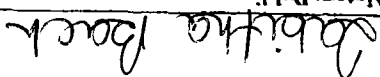
Charles W. Bucklew

Title: President

State of: Kentucky

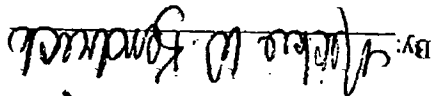
County of: Kenton

Subscribed and sworn to before me this 21st day of April, 2003.

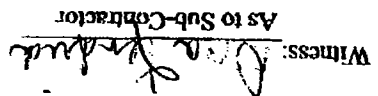


Notary Public -- My Commission Expires July 7, 2004

NWK Construction
Sub-Contractor

By: 

Title: President

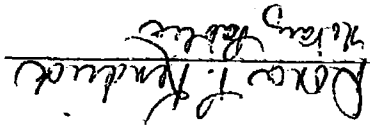
Witness: 

As to Sub-Contractor

State of: Kentucky

County of: Mercer

Subscribed and sworn to before me this 23rd day of April, 2004.



Rex T. Gundlach

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2004

PRODUCER FAX

Morgan, Trevethan & Gunn Inc
P O Box 487
Benton, Ky. 42025

INSURED NMK Construction, Inc.
3693 Bohon Rd.
Harrodsburg, KY 40330

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: CLARENDON AMERICA INSURANCE COMPANY

INSURER B: KEMI

INSURER C: PROGRESSIVE CASUALTY

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADJLT	LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
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A	GENERAL LIABILITY	DSNA00000173	09/15/2003	09/15/2004	500,000
	COMMERICAL GENERAL LIABILITY				500,000
	CLAIMS MADE	<input checked="" type="checkbox"/>			100,000
	OCUR	<input checked="" type="checkbox"/>			5,000
	GENL AGGREGATE LIMIT APPLIES PER				500,000
	POLICY	<input type="checkbox"/>			500,000
	PROJ	<input type="checkbox"/>			500,000
	LOC	<input type="checkbox"/>			500,000

C	AUTOMOBILE LIABILITY	CA019664142	01/04/2004	07/04/2004	350,000
	ANY AUTO				
	ALL OWNED AUTOS				
	SCHEDULED AUTOS				
	HIRED AUTOS				
	NON-OWNED AUTOS				
	PROPERTY DAMAGE				
	(Per accident)				
	BODILY INJURY				
	(Per person)				
	BODILY INJURY				
	(Per accident)				
	COMBINED SINGLE LIMIT				
	(Ea accident)				

	GARAGE LIABILITY				
	ANY AUTO				
	EXCESSUMBELLA LIABILITY				
	CLAIMS MADE	<input type="checkbox"/>			
	OCUR	<input type="checkbox"/>			
	DEDUCTIBLE				
	RETENTION				
	\$				

B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	318507	08/01/2003	08/01/2004	100,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				100,000
	ET. DISEASE - EA EMPLOYEE				100,000
	ET. DISEASE - POLICY LIMIT				500,000

RE: BOONE CO. STAS 8216001					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					

CERTIFICATE HOLDER

CANCELLATION

EATON ASPHALT PAVING CO 1075 EATON DR COVINGTON, KY 41017		Curt Phillips/LINDA AUTHORIZED REPRESENTATIVE
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		

ACORD 25 (2001/08) FAX: (859) 331-5346

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